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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

DAWN V. MINTUN,	:	
	:	
Plaintiff,	:	
v.	:	
PHH MORTGAGE CORP. D/B/A	:	Case No. 2:17-cv-00092-MMD-CWH
MORTGAGE SERVICE CENTER;	:	
WASHINGTON FEDERAL; EQUIFAX	:	
INFORMATION SERVICES, LLC;	:	
EXPERIAN INFORMATION SOLUTIONS,	:	
INC; TRANS UNION, LLC,	:	
	:	
Defendants.	:	

IT IS HEREBY STIPULATED by and between Plaintiff DAWN MINTUN (“Plaintiff”), and Defendants TRANS UNION, LLC, PHH MORTGAGE CORP. D/B/A MORTGAGE SERVICE CENTER, and EXPERIAN INFORMATION SOLUTIONS, INC (collectively, the “Parties”), by and through their counsel of record, as follows:

WHEREAS, documents and information have been and may be sought, produced or

1 exhibited by and among the parties to this action relating to trade secrets, confidential research,
2 development, technology or other proprietary information belonging to the defendants and/or
3 personal income, credit and other confidential information of Plaintiff.

4 THEREFORE, an Order of this Court protecting such confidential information shall be and
5 hereby is made by this Court on the following terms:

6 1. This Order shall govern the use, handling and disclosure of all documents,
7 testimony or information produced or given in this action which are designated to be subject to
8 this Order in accordance with the terms hereof.

9 2. Any party or non-party producing or filing documents or other materials in this
10 action may designate such materials and the information contained therein subject to this Order
11 by typing or stamping on the front of the document, or on the portion(s) of the document for
12 which confidential treatment is designated, "Confidential."

13 3. To the extent any motions, briefs, pleadings, deposition transcripts, or other
14 papers to be filed with the Court incorporate documents or information subject to this Order, the
15 party filing such papers shall designate such materials, or portions thereof, as "Confidential," and
16 shall file them with the clerk under seal; provided, however, that a copy of such filing having the
17 confidential information deleted therefrom may be made part of the public record. Any party
18 filing any document under seal must comply with the requirements of Local Rules.

19 4. All documents, transcripts, or other materials subject to this Order, and all
20 information derived therefrom (including, but not limited to, all testimony, deposition, or
21 otherwise, that refers, reflects or otherwise discusses any information designated Confidential
22 hereunder), shall not be used, directly or indirectly, by any person, including Plaintiff and
23 Experian for any business, commercial or competitive purposes or for any purpose whatsoever
24 other than solely for the preparation and trial of this action in accordance with the provisions of
25 this Order.

26 5. Except with the prior written consent of the individual or entity designating a
27 document or portions of a document as "Confidential," or pursuant to prior Order after notice,
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1 any document, transcript or pleading given “Confidential” treatment under this Order, and any
2 information contained in, or derived from any such materials (including but not limited to, all
3 deposition testimony that refers, reflects or otherwise discusses any information designated
4 confidential hereunder) may not be disclosed other than in accordance with this Order and may
5 not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this
6 litigation; (c) counsel for the parties, whether retained counsel or in-house counsel and
7 employees of counsel assigned to assist such counsel in the preparation of this litigation; (d) fact
8 witnesses subject to a proffer to the Court or a stipulation of the parties that such witnesses need
9 to know such information; (e) present or former employees of the producing party in connection
10 with their depositions in this action (provided that no former employees shall be shown
11 documents prepared after the date of his or her departure; and (f) experts specifically retained as
12 consultants or expert witnesses in connection with this litigation.

13 6. Third parties who are the subject of discovery requests, subpoenas or
14 depositions in this case may take advantage of the provisions of this Protective Order by
15 providing the parties with written notice that they intend to comply with and be bound by the
16 terms of this Protective Order.

17 7. Documents produced pursuant to this Order shall not be made available to any
18 person designated in Subparagraph 5(f) unless he or she shall have first read this Order, agreed to
19 be bound by its terms, and signed the attached Declaration of Compliance.

20 8. All persons receiving any or all documents produced pursuant to this Order shall
21 be advised of their confidential nature. All persons to whom confidential information and/or
22 documents are disclosed are hereby enjoined from disclosing same to any person except as
23 provided herein, and are further enjoined from using same except in the preparation for and trial
24 of the above-captioned action between the named parties thereto. No person receiving or
25 reviewing such confidential documents, information or transcript shall disseminate or disclose
26 them to any person other than those described above in Paragraph 5 and for the purposes
27 specified, and in no event shall such person make any other use of such document or transcript.

1 9. Nothing in this Order shall prevent a party from using at trial any information or
2 materials designated “Confidential.”

3 10. This Order has been agreed to by the parties to facilitate discovery and the
4 production of relevant evidence in this action. Neither the entry of this Order, nor the
5 designation of any information, document, or the like as “Confidential,” nor the failure to make
6 such designation, shall constitute evidence with respect to any issue in this action.

7 11. Within sixty (60) days after the final termination of this litigation, all documents,
8 transcripts, or other materials afforded confidential treatment pursuant to this Order, including
9 any extracts, summaries or compilations taken therefrom, but excluding any materials which in
10 the good faith judgment of counsel are work product materials, shall be returned to the Producing
11 Party.

12 12. In the event that any party to this litigation disagrees at any point in these
13 proceedings with any designation made under this Protective Order, the parties shall first try to
14 resolve such dispute in good faith on an informal basis. If the dispute cannot be resolved, the
15 party objecting to the designation may seek appropriate relief from this Court. During the
16 pendency of any challenge to the designation of a document or information, the designated
17 document or information shall continue to be treated as “Confidential” subject to the provisions
18 of this Protective Order.

19 13. Nothing herein shall affect or restrict the rights of any party with respect to its
20 own documents or to the information obtained or developed independently of documents,
21 transcripts and materials afforded confidential treatment pursuant to this Order.

22 14. The Court retains the right to allow disclosure of any subject covered by this
23 stipulation or to modify this stipulation at any time in the interest of justice.

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1 **IT IS SO STIPULATED.**
2 Dated April 21, 2017

3 <u>/s/ Matthew I. Knepper, Esq.</u> 4 Matthew I. Knepper, Esq. 5 Nevada Bar No. 12796 6 Miles N. Clark, Esq. 7 Nevada Bar No. 13848 8 KNEPPER & CLARK LLC 9 10040 W. Cheyenne Ave., Suite 170-109 10 Las Vegas, NV 89129 11 Email: matthew.knepper@knepperclark.com 12 13 David H. Krieger, Esq. 14 Nevada Bar No. 9086 15 HAINES & KRIEGER, LLC 16 8985 S. Eastern Avenue, Suite 350 17 Henderson, Nevada 89123 18 Office: (702) 880-5554 19 Email: dkrieger@hainesandkrieger.com 20 21 Attorneys for Plaintiff 22 <i>Dawn V. Mintun</i>	3 <u>/s/ Jason Revzin, Esq.</u> 4 Jason Revzin, Esq. 5 Nevada Bar No. 8629 6 LEWIS BRISBOIS BISGAARD & SMITH 7 6385 S. Rainbow Blvd., Suite 600 8 Las Vegas, NV 89118 9 Office: 702-893-3383 10 Fax: 702-893-3789 11 Email: Jason.revzin@lewisbrisbois.com 12 13 Attorneys for Defendant 14 <i>TransUnion, LLC</i>
15 <u>/s/ Jennifer L. Braster</u> 16 John M. Naylor, Esq. 17 Nevada Bar No. 5435 18 Jennifer L Braster, Esq. 19 Nevada Bar No. 9982 20 NAYLOR & BRASTER 21 1050 Indigo Drive, Suite 200 22 Las Vegas, NV 89145 23 Email: jnaylor@naylorandbrasterlaw.com 24 Email: jbraster@naylorandbrasterlaw.com 25 26 Attorneys for Defendant 27 <i>Experian Information Solutions, Inc.</i>	15 <u>/s/ Kyle A. Ewing, Esq.</u> 16 Joel E. Tasca, Eq. 17 Nevada Bar No. 14124 18 Kyle A. Ewing, Esq. 19 Nevada Bar No. 14051 20 BALLARD SPAHR LLP 21 100 N. City Parkway, Suite 1750 22 Las Vegas, NV 89106 23 Office: 702-471-7000 24 Fax: 702-471-7070 25 Email: tasca@ballardspahr.com 26 Email: ewingk@ballardspahr.com 27 28 Attorneys for Defendant 29 <i>PHH Mortgage Corp. d/b/a Mortgage 30 Service Center</i>

25 **ORDER**
26 **IT IS SO ORDERED.**
27 Dated: April 24, 2017

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30 _____
31 UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

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DECLARATION OF COMPLIANCE

3 I, _____, declare as follows:

4 1. My address is _____.

5 2. My present employer is _____.

6 3. My present occupation or job description is _____.

7 4. I have received a copy of the Stipulated Protective Order entered in this action on
8 _____, 20____.

9 5. I have carefully read and understand the provisions of this Stipulated Protective
10 Order.

11 6. I will comply with all provisions of this Stipulated Protective Order.

12 7. I will hold in confidence, and will not disclose to anyone not qualified under the
13 Stipulated Protective Order, any information, documents or other materials produced subject to
14 this Stipulated Protective Order.

15 8. I will use such information, documents or other materials produced subject to this
16 Stipulated Protective Order only for purposes of this present action.

17 9. Upon termination of this action, or upon request, I will return and deliver all
18 information, documents or other materials produced subject to this Stipulated Protective Order,
19 and all documents or things which I have prepared relating to the information, documents or other
20 materials that are subject to the Stipulated Protective Order, to my counsel in this action, or to
21 counsel for the party by whom I am employed or retained or from whom I received the documents.

22 10. I hereby submit to the jurisdiction of this Court for the purposes of enforcing the
23 Stipulated Protective Order in this action. I declare under penalty of perjury under the laws of the
24 United States that the following is true and correct.

25 Executed this ____ day of _____, 2017 at _____.

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QUALIFIED PERSON

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